

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman/797-1016

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, GRANTING A TOWING FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS THERETO, AND SETTING FORTH AN EFFECTIVE DATE.

**REPORT IN BRIEF:** A competitive bid was conducted for vehicle towing services. The Town sent out specifications to eleven (11) prospective bidders. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received six (6) bids. After receipt of bids, Sgt. Gasse of the Davie Police Dept. and Gary Lockhart, the garage superintendent, inspected the facility of each bidder for compliance with the specifications. A complete narrative is provided in the attached recommendation memo.. The term of the franchise is a five (5) year award.

**PREVIOUS ACTIONS:** Not applicable

**CONCURRENCES:** Not applicable.

**FISCAL IMPACT:**

Has request been budgeted? N/A

If yes, expected cost: N/A

Account Name: N/A.

Additional Comments: The Town will receive a franchise fee

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Recommendation memo

Towing specifications

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, GRANTING A TOWING FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS THERETO, AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Town has determined that it is in the best interest of its residents that a dependable, regulated towing service be available; and

WHEREAS, the Town solicited bids from qualified companies to provide such services; and

WHEREAS, after review, the Town Council wishes to award a towing franchise to

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby grants a towing franchise to \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Grantee") to remove vehicles from the streets or other property within the Town, such franchise to be pursuant to the specifications attached hereto and identified as Attachment "A".

SECTION 2.. Such franchise shall be for a period of five (5) years commencing on January 8, 2003.

SECTION 3. As a condition of this franchise agreement, Grantee shall pay to the Town the sum of \$ \_\_\_\_\_ per year. Quarterly payments shall be due as described in Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.  
PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002

\_\_\_\_\_

MAYOR/COUNCILMEMBER

Attest:

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TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002

Attachment "A"  
**BID SPECIFICATION FOR  
VEHICLE TOWING SERVICES**

**Nature of Bid**

Pursuant to Code of Davie, Florida, Charter Section 19, Franchises, the Town of Davie invites qualified automotive towing/wrecker firms to submit a bid for towing services complete with:

- a) Statement of qualifications and experience for providing towing services. To be eligible, the Contractor must be regularly engaged in the towing business in Broward County, Florida, have prior successful experience in providing similar services during the past three (3) years, have satisfactory financial support, required equipment, and organization (including a certified diver) to satisfactorily perform services as described herein. Contractor shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.
- b) List of three (3) business related references. References submitted should be firms for whom services similar to those described herein have been performed. All references will be verified by Town personnel.
- c) Complete inventory of equipment to provide services as described herein. All equipment lists will be verified by Town personnel.
- d) A list of all employees and their respective drivers' license numbers.
- e) Complete street address of vendor's compound or proposed compound. Inspection of each compound will be performed by Town of Davie personnel.
- f) The amount offered for the annual franchise fee to the Town for the exclusive right to tow vehicles as outlined herein.
- g) Letter from bonding agent confirming that a performance bond equal to one year's franchise fee will be issued to the bidder if awarded the franchise.

**Term of Agreement**

It is the Town's intention to award towing services for a five (5) year period to the firm that submits the best overall bid based on its evaluation of the bids received with respect to the evaluation criteria listed above. All towing rates have been established by the Town (see Attachment "A") and are the only rates that may be charged. The initial contract term will begin on or about January 8, 2003.

**Submission and Receipt of Bids**

Interested firms should submit their bid by 2 p.m. on Tuesday, November 12, 2002.

Three (3) copies of the bid should be submitted to

Town of Davie  
6591 Orange Drive  
Davie, Fl. 33314  
Attn: Purchasing Division

## SPECIFICATIONS

1. The Town agrees to direct and refer to the Contractor orders for removal of wrecked, abandoned or disabled vehicles from the streets or other property lying within the Town of Davie, which, in the discretion of the representatives of the Town of Davie, need to be removed. This agreement does not include the removal of vessels which can be classified as a "derelict" as referred to in Chapter 705 of the Florida State Statutes as it may be amended from time to time. However, The Town may direct the Contractor to remove abandoned boats, trailers, or mobile homes which violate code enforcement regulations. The disposition and or disposal of such property will be the responsibility of the Contractor.
2. The Contractor agrees to remove vehicles from the streets or other property within the limits of the Town of Davie if directed by any authorized representative of the Town of Davie. The Contractor must take all such vehicles to the Contractor's compound located within 5 miles of the Town of Davie's boundaries except as noted in section 18 of this specification. Should the Contractor not be able to respond in an appropriate time frame (see section 9), the Town reserves the right to call another towing/wrecker firm and hold the Contractor responsible for all charges in excess of those outlined herein.
3. The Contractor agrees and covenants to indemnify and save harmless the Town from any and all claims, suits, actions, damages, and causes of action which might arise during the term of this agreement, for any personal injury, loss of life, or other actions of the Contractor, his agents, servants, employees or assigns, sustained in the performance of any wrecker services resulting from this agreement, and to defend any action or proceeding brought thereon and from and against any orders, judgments, executions, levies and decrees as may be entered therein.
4. The Contractor will maintain a storage facility (hereinafter referred to as a compound) of a sufficient size and capability to accommodate wrecked and abandoned vehicles to be removed from the Town of Davie pursuant to, and during the period of, this agreement.
  - a) The Contractor, at a minimum, shall maintain a compound within the Town of Davie or within 5 miles of the Town of Davie boundaries during the term of the agreement.
  - b) A sufficient size is defined as a compound suitable to store a minimum of fifty (50) cars outside and a minimum of ten (10) cars inside. Inside storage shall be in a permanent structure. Contractor will not conduct or allow any other activity or business to operate in the defined storage space. Access to the area where vehicles are being held as "evidence" shall be limited to authorized personnel only.

- c) The Contractor agrees to provide, on a 24 hour basis, 7 days a week, employees and sufficient equipment for immediate response to calls for service from the Town of Davie or its representatives, and in addition, to make available adequate personnel to staff their facility from 7:00 a.m. to 6:00 p.m., Monday through Saturday. The Contractor agrees to provide on-call personnel to release vehicles between 6:00 p.m. and 7:00 a.m., Monday through Saturday, and all day Sunday whether requested by The Town or the public. The Contractor agrees to respond at its compound within 30 minutes.
  - d) The Contractor shall have available space for properly accommodating and protecting all motor vehicles entrusted to his care. All property used for storage of vehicles shall be completely enclosed by a 6 foot high fence topped with barbed wire or a painted 6 foot high louvered concrete wall topped with barbed wire. The fence or wall must be of adequate size to discourage theft of any vehicle or any property being stored inside.
  - e) The Contractor agrees to furnish inside storage for all vehicles which are of a body type, or of a condition which is such that inclement weather could result in damage thereto. Inside storage shall mean inside a permanent structure.
  - f) The Contractor shall be required to post a durable sign at the point of public contact within their compound which lists all rates applicable to Town of Davie requested tows in 24 point high lettering. The Contractor shall provide personnel at a walk-up window to deal with the public regarding retrieval of their vehicles.
  - g) Any changes to the compound must have prior written approval by authorized Town staff.
  - h) The compound shall be subject to periodic inspection. Should a deficiency be discovered during such inspection, the Town shall issue a written notice informing the Contractor of the deficiency. The Contractor shall have ten (10) calendar days to correct the deficiency to the satisfaction of the Town.
5. It is understood by and between the parties therein that the Town will not be responsible for the collection of payment of any charge for services rendered by reason of the Contractor having been dispatched relative to this agreement. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession. Tow charges shall be audited by the Town of Davie Police Department for compliance with the rates established herein. If, as a result of an audit, rates charged are not in compliance with the established rates, the Contractor will be contacted by the Police Department and required to refund the overcharged amount to the customer.

6. Contractor agrees to assume responsibility for any articles of personal property left in the vehicle at the time vehicle is towed. The Contractor agrees to replace any such article upon verification of the loss by the Town of Davie Police Department or other law enforcement agency. The Contractor further agrees to release any personal property without releasing the vehicle should the owner provide proper proof of ownership.
  - a) Unclaimed personal property in the vehicles stored by the Contractor shall be disposed of pursuant to Florida State Statutes as they may be amended from time to time.
  - b) The Contractor agrees not to undertake any repairs to, or remove any part or parts from any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing from the owner or person entitled to lawful possession to complete the same. All estimates for repair work will be in writing. The Contractor further agrees that when making any repairs, or rendering any estimates or invoices, that he/she will abide by Chapter 2-19 of the Florida Administrative Code, relating to motor vehicles, sales, repairs, maintenance and service, which chapter is incorporated herein by reference, and made a part hereof. The Contractor further agrees that he will post a sign in a prominent position in the customer service, reception and waiting areas stating if the Contractor has any financial interest or connection with a repair, body or paint shop. Such connection, if any, will also be stated on the towing invoice and on the written estimates for repair.
  - c) Contractor and its employees will refrain from soliciting any repair work at the scene of the tow. No work orders, other than for towing service, will be signed at the scene of initial towing.
  - d) Contractor agrees to assume responsibility for theft from or of any vehicle stored in the Contractor's compound pursuant to this agreement.
7. Tow trucks used by the Contractor to tow vehicles from the streets and property within the Town of Davie as herein provided, will possess the following equipment:
  - a) The name of the establishment along with address and phone number must be paint lettered in a professional manner on both sides of the vehicles.

- b) There shall be a rotor beam or strobe type light mounted on top of the wrecker, in such a manner that it can be seen from the front, rear, and both sides. This light shall not be in operation when a wrecker has been dispatched on a tow call. The rotating/strobe light will be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle will be equipped with a siren.
- c) Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.
- d) Red lights and red reflectors shall be installed on the rear and rear sides.
- e) Spot or flood lights.
- f) Minimum of one 4 lb. CO2 fire extinguisher or equal.
- g) One set of three portable reflectors.
- h) Dollies for Class A vehicles (except flatbeds).
- i) At least one heavy duty push broom and shovel.
- j) One axe.
- k) One crowbar or prybar.
- l) One set of jumper cables.
- m) One four-way lug wrench.
- n) One flashlight.
- o) Five 30-minute fuses.
- p) Two red flags at least 1' X 1' or traffic cones.
- q) One pair of bolt cutters.

8. Wreckers will be classified as follows:

- a) CLASS A for cars and light trucks, will have the following equipment.
  - i) Tow truck shall have a minimum manufacturer capacity of 10,000 pounds GVW.
  - ii) Boom capacity of not less than 4 tons.
  - iii) Power winch with a pulling capacity of not less than four tons.
  - iv) Minimum of 100 feet of 3/8 inch cable.
  - v) Cradle or tow plate or tow sling to pick up vehicles. Cradle or tow plate to be equipment with safety chains, and so constructed that no further damage will occur when picking up vehicle.
  - vi) Dual Rear Wheels.
- b) CLASS B for one and two ton trucks, will have the following equipment:
  - i) Tow truck shall have a minimum manufacturer capacity of 15,000 pounds GVW.
  - ii) Total boom capacity of not less than 6 tons.
  - iii) Power winch with a pulling capacity of not less than 10 tons.
  - iv) Minimum of 200 feet of at least 7/16 inch cable.



- v) Cradle tow or tow sling to pick up vehicles. Cradle or tow plate to be equipment with safety chains.
  - vi) Double booms so constructed as to permit splittings or single boom hydraulic elevated and extendible with 360 degrees swivel at end of boom.
  - vii) Dual Rear Wheels.
- c. CLASS C for semi-trucks, house trailers, buses etc., shall have the following equipment:
- i) Tow truck shall have a minimum manufacturer capacity of 25,000 pounds GVW.
  - ii) Total boom capacity of not less than 15 tons.
  - iii) Power winch with a pulling capacity of not less than 25 tons.
  - iv) Double booms so constructed as to permit splittings or single boom hydraulic elevated and extendible with 360 degrees swivel at end of boom.
  - v) Minimum of 200 feet of at least 9/16 inch cable.
  - vi) Airbrakes so constructed as to lock all wheels automatically upon failure of same.
  - vii) Cradle tow plate or tow sling to pick up vehicles. Cradle or tow plate to be equipped with safety chain.
  - viii) Dual Rear Wheels.
9. The Contractor agrees to own or lease, at a minimum, three (3) Class A wreckers, two (2) Class B wreckers, one (1) Class C wrecker, and have available at all times a sufficient number of Class A, B, and C wreckers, along with sufficient employees, so that he may respond to a tow call from the Town of Davie within 20 minutes, and forthwith proceed to remove any type vehicle or vehicles from the streets or property in the Town of Davie. The 20 minute response time shall apply to all calls from the Police Department and/or any calls from the Town which involves a Town vehicle which is inhibiting the flow of traffic. For tows involving Town vehicles not blocking traffic, the preferred response time is 20 minutes. If Contractor cannot respond to tow the Town vehicle within 20 minutes, he/she shall contact the Town within the 20 minute time and advise his/her estimated time of arrival. In any event, response time to tow a Town owned vehicle shall not exceed one hour. The Contractor's fleet must include at least four flatbed style tow trucks of any category type and each vehicle must be equipped with all items listed in section 7 herein. The type of equipment used for each tow shall be listed on the tow invoice. The Contractor agrees to use and charge for only the appropriate equipment needed for each tow. All equipment must be properly licensed and in good operational condition.

10. The Contractor shall meet all the requirements of the Florida State Statutes, Broward County Ordinances, Town of Davie Ordinances and any other industry related laws or regulations as they may be amended from time to time in rendering service as required.
11. The Contractor, while acting under this agreement, will obey all traffic laws of the State of Florida and the Town of Davie, and agrees that no vehicle operated by the Contractor, his agents, servants, employees or assigns will be operated as an emergency vehicle.
12. The Contractor agrees to provide all towing vehicles used pursuant to this agreement with a two-way radio communication system. The communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing police towing service. The Contractor further agrees to notify the Town of Davie Police Department of any additional telephone numbers or change of numbers. No radios will be tuned to any police frequencies.
13. The Contractor agrees that after arrival at a scene, the tow operator shall remove any hazards, broken glass or debris from the street, and impound such vehicles as requested by the Police or Code Enforcement Officer. This clean up shall be considered as part of the first 1/2 hour of labor and is not a separate billable item. The Contractor will be responsible for the cost of clean up of any hazardous waste contamination caused by the Contractor in the course of providing towing services. In no event will the tow operator be responsible for the removal of hazardous waste.
14. The Contractor's liability for a towed vehicle and all personal property contained therein, will commence with the time the wrecker is hooked onto the vehicle to be towed. The Contractor will have his employee, representative, or agent inventory jointly with a Police Officer, or owner, or possessor of the vehicle, all personal property in the vehicle(s) which he is directed to tow. Such inventory shall be made in triplicate, and shall be signed by both parties making the same. One copy thereof shall be maintained by the Contractor as a permanent record. One copy of the inventory shall be given to the owner or operator of the vehicle towed if known, and one copy shall be retained by the Town of Davie Police Department. The Contractor shall maintain such personal property in an appropriate locked property room. The Contractor shall be solely liable and responsible to the owner or person or legal entity entitled to lawful possession, for all personal property in any vehicle towed under this agreement. No vehicle shall be removed from the scene before such inventory is completed.

- a) The Contractor will provide to the Town of Davie Police Department, bi-weekly, a complete and detailed listing of vehicles which have been towed or other services provided pursuant to this agreement along with a copy of each tow invoice once it has been paid or the vehicle has otherwise been removed, transferred, or left the control of the Contractor. Similar information will be provided to the Town of Davie relating to personal property coming into the Contractor's control as a result of this agreement.
- b) Contractor will be required to follow the guidelines set forth in Florida State Statute 713.78 as it may be amended from time to time regarding liens for towing and storage. Any reports or notifications pursuant to the requirements of Florida State Statutes will be sent to the Town of Davie Police Department and the vehicle owner.
- c) The Contractor agrees to permit members of the Town of Davie Police Department or other authorized personnel to inspect his compound, equipment, stored vehicles, personal property and records relative to this agreement, whenever, in the opinion of said representative of the Town of Davie, such inspection is deemed reasonably necessary.
- d) The Town of Davie reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook-up. The Contractor agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.
- e) The Contractor agrees to release any vehicle which has not been marked "hold", providing the proper proof of identification and ownership is presented. The Contractor further agrees that any vehicle towed in, which is marked "hold", cannot be released without written authority from the Town of Davie Police Department. Persons who make application for the release of towed and/or stored vehicles shall be required to present a copy of the tow-in sheet or proof of ownership by title or registration. In the event the Contractor is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will receipt the Contractor's copy of the inventory. All confiscated vehicles in process of being awarded to the Town of Davie should not be charged to the Town of Davie for towing and storage.

15. The Contractor shall have prepared billheads, setting forth the names and addresses of the places of business of the Contractor.

- a) Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, the Contractor will provide such person with an itemized statement of all charges made for the towing and storage of the vehicle(s). Before receiving payment, the Contractor, the agent, servant, employee or assign, will prepare a bill on the above billhead in triplicate containing the following information:
  - i) Name and address of the person engaging the Contractor.
  - ii) License number of vehicle(s).
  - iii) Motor and VIN number.
  - iv) Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
  - v) Make, year, model, color of vehicle(s) towed and/or stored and release date.
  - vi) A complete, legible breakdown of the elements of the charges for towing and/or storage (i.e. 2 days storage @ \$10=\$20.) Breakdown shall include all unit costs multiplied by an hourly rate or flat rate as specified on the rate schedule contained in this document.
  - vii) The date when the Contractor took possession of the vehicle and the date it was released to the owner or his assignee.
  - viii) A signature of the person who took custody of the vehicle from the Contractor, attesting to the date on which it was received and the amount paid.
  - ix) A prominent and boldly written financial disclosure message that informs the customer of any interests, whether financial, vested or otherwise, in any business to which the Contractor may offer referral services.

The back page of the invoice that is provided as a receipt when the owner pays for and picks up his vehicle will be legibly printed or stamped with a list of all approved rates, and Town phone numbers for questions or complaints regarding this contract. The type size and content of this information is subject to the Town's approval.

The Contractor shall retain a duplicate copy of such bill, and shall send the third copy to the Town of Davie Police Department within the bi-weekly reporting cycle during which the vehicle was released, transferred, or had a change in status along with the bi-weekly report of all vehicles towed.

- b) The Contractor shall keep a hard cover log of the number and types of calls handled under this agreement. The log shall contain the date the vehicle or vehicles were towed, the make, model, license plate number if known, the VIN numbers, and the name and address of the owner or driver or person claiming the vehicle, and the date the vehicle was released to the owner or driver.
- 16. The successful Contractor shall pay the Town of Davie the annual franchise fee specified in its bid. The franchise fee is payable to the Town of Davie in four (4) quarterly payments, with the first payment due within two (2) weeks of the award by approved resolution of the Town Council. Payments 2, 3, and 4 shall be due 90, 180, and 270 days respectively from the date of the approved resolution. Payments for subsequent years of this agreement shall be identical to year one.
- 17. The Contractor agrees that in the performance of this agreement he will not discriminate or permit discrimination in his hiring practices or in the performance of this agreement, against any person on the basis of his/her race, color, sex, religion, political affiliation, marital status, handicap or disability, age or national origin.
- 18. Nothing contained in the agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his own choice, or requesting that his vehicle be towed to a garage or compound other than that of the Contractor.
- 19. The Contractor agrees that he will not assign any portion of this contract without the written permission of the Town.
- 20. If the Contractor fails to adequately perform the services described herein, including prompt response time and accurate customer billing, in the sole discretion of the Town, the Contractor will incur penalties. The first and second infractions will result in verbal warnings documented in the contractor's performance file. The third infraction will result in a written warning notifying the Contractor that the next infraction will result in the cancellation of the contract. A fourth infraction will result in the written notification of cancellation of the contract.

If at any time during this contract, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the Town shall have the right to suspend the Contractor until the outcome of any pending investigation or trial result. Upon termination of the criminal investigation or trial, the Town reserves the right to cancel or reinstate the contract.

21. The Contractor shall furnish proof of Worker's Compensation Insurance, Commercial General Liability Insurance, Business Automotive Liability Insurance and Professional Liability Insurance. The Contractor shall carry in force at all times the insurance coverage and the Town will be included as "Additional Insured". Insurance requirements are as follows:

Worker's Compensation & Employer's Liability Insurance

Limits:

Worker's Compensation - Statutory

Garage Keepers Legal Liability-\$1,000,000.00

Business Automobile Liability Insurance - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for: owned autos, hired autos and non-owned autos.

Insurance must be furnished to the Town's Purchasing Division and notification received of its approval by the Town PRIOR TO THE COMMENCEMENT of any work. The Town will be given fifteen (15) days written notice of any cancellation or material change in any policy. Contractor shall furnish co-op members with a certificate of insurance upon request.

22. The contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.
23. The Contractor will provide towing and allied services to all Town vehicles and equipment and will assist the Police Department in recovery of evidence/property requiring utilization of wrecker service, without benefit of compensation. The need for towing or allied services shall be in the sole discretion of the Town. The term "allied services" shall include but not be limited to jump starts, tire changes, and lock outs. The Contractor will also assist the Town in towing vehicles to car dealerships for warranty work, safety recalls, etc. without benefit of compensation. However, towing contractor will not jump start Town vehicles under any conditions. When a vehicle is classified by the Police Department as "evidence", the Contractor may charge the owner for the cost of towing pursuant to the pricing schedule. However, no storage fees shall accrue until the Police Department formally releases the "hold" on the evidence. While it is not required to perform normal tow services under this contract, towing some Town of Davie equipment requires more than a Class C wrecker. Should this situation occur, the Contractor would be expected to ensure that this piece of equipment will be towed at no charge to the Town.



24. The Contractor performing under the agreement agrees to abide by all applicable ordinances of the Town of Davie, laws of Broward County, laws of the State of Florida, and laws of the United States. The Contractor shall use "good business practices" as defined by industry standards when towing vehicles. The Contractor shall not be entitled to additional compensation beyond that defined in the rate schedule regardless of method of towing required (e.g. If a flatbed is required to tow a vehicle, Contractor will not charge more than the tow rate identified in the rate schedule).
25. Short Term Lease Agreement- The Contractor will work with the Town of Davie Police Department on short term lease agreements by completing the Vehicle Lease Agreement (attached hereto and identified as Attachment "B") as required throughout the term of the contract.
26. The successful bidder shall be required to provide the Town with a performance bond in the amount of 100% of the yearly franchise fee.
27. In the event of any litigation concerning this agreement, jurisdiction and venue will be in Broward County, Florida and disputes will be resolved in the courts with Florida Law. In the event of litigation, the losing party shall pay the prevailing party's attorney's fees through all appellate proceedings.
28. At the end of the franchise term, or if contract is cancelled, all vehicles remaining in the Contractor's possession, which were obtained pursuant to the franchise agreement, shall be handled with the vehicle owner in a manner consistent with the franchise terms which were in effect at the time the vehicle was acquired.
29. **PUBLIC ENTITY CRIMES INFORMATION:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.



## ATTACHMENT "A"

### RATE SCHEDULE

1. TOW-to include code enforcement violation, arrest, illegal parking, accident, etc.
  - a. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$62.00
  - b. Motorcycles (trailer use included)- \$59.00
  - c. Trucks (with dual rear wheels 6,000 gvw and over)- \$69.00
  - d. Semi-trucks, house trailers, buses, etc.- \$90.00
2. EXTRAS
  - a. Each extra hook-up ( as may be necessary to right overturned vehicles or for recovery)
    1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$13.00
    2. Trucks (with dual rear wheels 6,000 gvw and over)- \$13.00
    3. Semi-trucks, house trailers, buses, etc.- HOURLY LABOR RATE
  - b. Unlock
    1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$7.50
    2. Trucks (with dual rear wheels 6,000 gvw and over)- \$7.50
    3. Semi-trucks, house trailers, buses, etc.- HOURLY LABOR RATE
  - c. Dollys
    1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$12.00
    2. Trucks (with dual rear wheels 6,000 gvw and over)- \$14.50
    3. Semi-trucks, house trailers, buses, etc.- HOURLY LABOR RATE
  - d. Winching (each hook-up)
    1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$12.50
    2. Trucks (with dual rear wheels 6,000 gvw and over)- \$12.50
    3. Semi-trucks, house trailers, buses, etc.-HOURLY LABOR RATE
3. SERVICE CALL-vehicle not towed
  - a. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$27.00
  - b. Motorcycles (trailer use included)- \$27.00
  - c. Trucks (with dual rear wheels 6,000 gvw and over)- \$42.00
  - d. Semi-trucks, house trailers, buses, etc.- \$52.00
4. CHARGES IN ADDITION TO SERVICE CALL
  - a. Tire Change
    1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$7.00
    2. Trucks (with dual rear wheels 6,000 gvw and over)- \$11.00
    3. Semi-trucks, house trailers, buses, etc.- \$15.00
  - b. Battery Jump
    1. Autos (incl. trucks with single rear wheels up to 6,000 gvw)- \$6.00
    2. Trucks (with dual rear wheels 6,000 gvw and over)- \$6.00
    3. Semi-trucks, house trailers, buses, etc.- \$15.00

- c. Lock Outs
    - 1. Autos (incl. trucks with single rear wheels up to 6,000 gvw)- \$6.00
    - 2. Trucks (with dual rear wheels 6,000 gvw and over)- \$6.00
    - 3. Semi-trucks, house trailers, buses, etc.- \$6.00
  - d. Gasoline-charged at actual cost for all vehicle types.
5. **HOURLY RATE SCHEDULE**
- a. **Diver (MUST BE CERTIFIED)**
    - 1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$90.00
    - 2. Trucks (with dual rear wheels 6,000 gvw and over)- \$90.00
    - 3. Semi-trucks, house trailers, buses, etc.- \$90.00
  - b. Labor-not to be charged in conjunction with specified flat rate fees
    - 1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$50.00
    - 2. Trucks (with dual rear wheels 6,000 gvw and over)- \$65.00
    - 3. Semi-trucks, house trailers, buses, etc.- \$85.00
6. **STORAGE CHARGES**
- a. **Inside Storage**
    - 1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$16.00
    - 2. Trucks (with dual rear wheels 6,000 gvw and over)- \$16.00
    - 3. Semi-trucks, house trailers, buses, etc.- \$22.00
  - b. **Outside Storage**
    - 1. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$15.00
    - 2. Trucks (with dual rear wheels 6,000 gvw and over)- \$16.00
    - 3. Semi-trucks, house trailers, buses, etc.- \$22.00
7. **MILEAGE CHARGE**-for tows to locations other than Contractor's Compound
- a. Automobiles (incl trucks with single rear wheels up to 6,000 gvw)- \$2.00/mile
  - b. Trucks (with dual rear wheels 6,000 gvw and over)- \$2.00/mile
  - c. Semi-trucks, house trailers, buses, etc.- \$2.00/mile

**NOTES**

- 1. Hourly rates starts 30 minutes after arrival. Any delays to tow drivers caused by Town of Davie Police Officers shall not be charged to the vehicle owner nor will the charges be reimbursed by the Town. Removal of road debris is part of the first 1/2 hour of labor and will not be billed as an additional labor fee.
- 2. Labor rates shall be rounded and pro-rated to the nearest 1/2 hour. Please see note 1 concerning no charge for first 1/2 hour.
- 3. An administrative fee of \$30.00 for owner/lienholder search and notification may be charged if a vehicle has been stored for over 72 hours.
- 4. Where any notifications are required by law, it shall be the sole responsibility of the Towing Contractor to comply with all timeframes stipulated. Neither the Town nor the vehicle owner shall be harmed by the failure of the Towing Contractor to meet said notification requirements.

**PRICING FOR BID #B-03-07**

YEARLY FRANCHISE FEE TO BE PAID TO THE TOWN\_\_\_\_\_

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Please Type or Print Signature Name Here

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_


PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

# MEMORANDUM

## Department of Budget and Finance

To: Mayor and Town Council

From: Herb Hyman, CPPB, Procurement Manager 

Through: Tom Willi, Town Administrator

Date: December 11, 2002

Subject: Towing Franchise

In response to the Town's request for competitive bids for the towing franchise, we received six (6) bids. The bids in order of franchise fee offer from highest to lowest are:

Bob's Towing	\$193,000/yr.
EMS Towing	\$187,000.42/yr.
HTS Industries	\$176,100/yr.
A & B Towing	\$155,000/yr.
Toucan Recovery	\$150,000/yr.
A Superior Towing	\$50,000/yr.

An inspection of each bidders facility and their equipment was performed by the Town of Davie Police Department. After reviewing the bids and the report from the Town of Davie Police Department, staff recommends that the franchise be awarded to A & B Towing.

A & B Towing has been the franchise holder for the past six (6) years with a six (6) month interruption between the two (2) three-year terms when the Town issued a franchise to Statewide Transportation. During the time that A & B Towing has been the Town's franchise holder, the number of consumer complaints have been minimal and all complaints have been handled in a professional manner. A & B has been the only towing franchisee in the past seventeen (17) years that has always paid their quarterly franchise fees on time. Response time to calls from police dispatch has met the requirements of the contract.

We have eliminated the bid from Bob's Towing due to past litigation with this contractor. Bob's Towing held the towing franchise for a three year period in the early '90's and breached the contract by refusing to pay the franchise fee. The Town sued Bob's Towing and prevailed. Awarding another franchise to Bob's Towing after this episode would send the wrong message to the vendor community. That message being "it doesn't matter how you handle or mishandle your contracts with the Town, you can always come back several years later and win a new contract." If we allow vendors to operate in this manner, it would severely hamper the ability of the Town's Purchasing Department to effectively manage contracts and hold vendors to contractual commitments.

The Town now requires the successful vendor to provide a performance bond to guard against the non-payment of franchise fees. However, it should be noted that if a vendor were to breach the contract by not paying a franchise fee, it would take more effort than a simple phone call to the bonding company to resolve the issue.

The bid from EMS Towing has been dismissed because this vendor could not produce the required number of vehicles when Davie P.D. performed its inspection. Also, this vendor did not include a letter from its bonding agent verifying the ability of this vendor to successfully apply for the required performance bond. Therefore, we do not know if this vendor is bondable.

We have also eliminated the bid from HTS Towing. A check with Broward County Consumer Affairs Department revealed that there are over 100 complaints filed against this vendor and their sister company, All Points Towing. Even if you eliminate the complaints against All Points Towing and just consider those filed against HTS Industries, this vendor has more than three (3) times as many complaints as any of the other bidders. In addition to the revenue that the Town would gain from the award of the franchise, we are also trying to provide a service to the public. The inordinate number of consumer complaints against this vendor does not point toward a relation that would provide a satisfactory service to the public. We are receiving complaint calls against HTS Industries now and we don't even have a contract with them.

Therefore, we reiterate staff's recommendation for A & B Towing as the most responsive and responsible bidder.

